

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1998A11743/1998A16671
	§	
vs.	§	
	§	
Katherine A. Hendricks aka Katherine A. Myers		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 5565 Marlborough Street, Detroit, Michigan 48224.

The Debt

First Cause of Action - Claim Number: 1998A11743

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$721.45
B. Current Capitalized Interest Balance and Accrued Interest	\$885.16
C. Administrative Fee, Costs, Penalties	\$18.64

D. Attorneys fees	\$0.00
Total Owed - Claim Number 1998A11743	\$1,625.25

Second Cause of Action - Claim Number: 1998A16671

4. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$2,265.72
B. Current Capitalized Interest Balance and Accrued Interest	\$2,964.96
C. Administrative Fee, Costs, Penalties	\$50.94
D. Attorneys fees	\$0.00
Total Owed - Claim Number 1998A16671	\$5,281.62

TOTAL OWED (Claim Numbers 1998A11743 and 1998A16671) \$6,906.87

The Certificate of Indebtedness, attached as Exhibit "A" and "B", show the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the respective Certificates of Indebtedness, are correct as of the date of the Certificates of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 7.510% per annum or \$0.15 per day on Claim Number 1998A11743 and 8.000% per annum or \$0.50 per day on Claim Number 1998A16671.

Failure to Pay

5. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 and 4 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)

Holzman Corkery, PLLC

Attorneys for Plaintiff

Tamara Pearson (P56265)

28366 Franklin Road

Southfield, Michigan 48034

(248) 352-4340

usa@holzmanlaw.com

**U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

KATHERINE A. HENDRICKS
AKA: KATHERINE HENDRICKS
3025 4TH ST.
#BLDG.-114
DETROIT, MI. 48201-2277

Total debt due United States as of 11/19/97 : \$ 829.86

I certify that U.S. Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$ 721.45 from 11/19/97 at the annual rate of 7.51 percent. Interest accrues on the principal amount of this debt at a rate of \$ 0.15 per day.

The claim arose in connection with a Government insured or guaranteed loan made by a private lender and assigned to the United States.

On 07-13-89, the debtor executed promissory note(s) to secure the loan(s) from FIRST BANK, MILWAUKEE, under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C 1071 et seq. (34.C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 02-03-90 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$ 125.78 thereby increasing the principal balance due to \$ 866.78.

After application of the last voluntary payment of \$0.00 which was received on N/A the debtor now owes the following :

Principal:	\$	721.45
Interest:	\$	89.77
Administrative/ Collection Costs:	\$	18.64
Penalties:	\$	0.00

CERTIFICATION: Pursuant to 28 U.S.C. Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

12/4/97
(Date)

James K. Kenna
Loan Analyst-Litigation Branch

HIGHER EDUCATION ASSISTANCE FOUNDATION
PO BOX 64107 • ST. PAUL, MN 55164

After lender completes application,
mail HEAF copy only to this address.

LENDER COPY

SUPPLEMENTAL LOAN FOR
STUDENTS (SLS) APPLICATION
PROMISSORY NOTE

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK - PRESS FIRMLY - OR TYPE)

1. NAME (NO SURNAMES)
LAST Hendricks FIRST Katherine L. D.

4. PERMANENT ADDRESS
CITY Detroit STATE Michigan ZIP 48206
STREET 1645 W. Euclid

6. U.S. CITIZENSHIP STATUS (CHECK ONE)
☒ U.S. CITIZEN OR NATIONAL ☐ PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN

7. PERMANENT RESIDENT OF WHICH STATE? Michigan

8a. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE, PRINT "NONE" AND GO TO 9b) None

8b. STATE IN WHICH ISSUED MI

9. ADDRESS WHILE IN SCHOOL (STREET, CITY, STATE, ZIP)
1645 W. Euclid

10. PHONE AT SCHOOL ADDRESS
(313) 496-1116

11. MAJOR COURSE OF STUDY
116

12. LOAN AMOUNT REQUESTED
\$ 741.00

13. PERIOD LOAN WILL COVER
89 TO 12 89

PRIOR LOAN INFORMATION

14a. DO YOU HAVE ANY PRIOR UNPAID SLS (ALAS) OR PLUS LOANS?
☐ YES (GO TO 14b) ☒ NO (GO TO 14d)

14b. IF YES, TOTAL UNPAID PRINCIPAL BALANCE \$ 0

14c. UNPAID PRINCIPAL BALANCE OF MOST RECENT SLS (ALAS) \$ 0

14d. GRADE LEVEL OF MOST RECENT SLS (ALAS) None

17. LOAN PERIOD START DATE OF MOST RECENT SLS (ALAS) None

18a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS?
☐ YES (GO TO 18b) ☒ NO (GO TO 18d)

18b. IF YES, TOTAL UNPAID PRINCIPAL BALANCE \$ 0

18c. DO YOU HAVE ANY UNPAID PLUS LOANS IF YOU SUBMITTED AS A RECENT UNDER THE PLUS LOAN PROGRAM? ☐ YES (GO TO 18d) ☒ NO (GO TO 20)

18d. IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PLUS LOANS \$ 0

20. HAVE YOU EVER DEFAULTED ON A CSL SLS (ALAS) PLUS PERMITS OTHER DATED OR EXTENDED PAYMENT PLAN?
☐ YES (SEE DETAILS ON SEPARATE SHEET) ☒ NO

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

21a. NAME Lavera Smith STREET 1731 Geneva CITY, STATE, ZIP Detroit, MI 48206 PHONE (313) 496-1116

21b. NAME Barbara Hendricks STREET 1543 W. Euclid CITY, STATE, ZIP Detroit, MI 48206 PHONE (313) 496-1116

21c. NAME Patricia Toller STREET 1717 Leach Place CITY, STATE, ZIP Detroit, MI 48206 PHONE (313) 496-1116

22. IF YOU DUAL OR PRINCIPAL PAYMENTS WHILE IN SCHOOL? (IF YES, GO TO 23. IF NO, GO TO 24a)

☒ YES ☐ NO

23. YOUR LENDER MAY ALLOW THE INTEREST TO BE PAID IF ANY CAPITAL LIFE IT DURING THE DEFERMENT OR YOUR LENDER MAY COLLECT THE INTEREST PRIOR TO PAYMENT OF INSTALLMENTS IF YOUR LENDER GIVES YOU A CHOICE WHICH DO YOU PREFER?
☒ ACCRUE CAPITALIZE ☐ DEFERRED INSTALLMENT PAYMENTS

NOTICE TO BORROWER: You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. PRECISE TO PAY TO THE ORDER OF THE LENDER THE ENTIRE LOAN AMOUNT REQUESTED SHOWN ABOVE. TO THE EXTENT THAT IT IS ADVANCED TO ME, INCLUDING THE GUARANTEE FEE AND INTEREST ON THE UNPAID PRINCIPAL BALANCE, SUBJECT TO THE TERMS AND CONDITIONS DESCRIBED ON THE REVERSE SIDE OF THIS PROMISSORY NOTE AND TO THE TERMS AND CONDITIONS CONTAINED IN THE DISCLOSURE STATEMENT THAT WILL BE PROVIDED TO ME NO LATER THAN THE DATE OF THE FIRST DISBURSEMENT OF THIS LOAN, I HAVE READ, UNDERSTOOD, AND I AGREE TO THE BORROWER'S CERTIFICATION ON THE REVERSE SIDE OF THIS PROMISSORY NOTE. I UNDERSTAND THAT THIS IS A PROMISSORY NOTE. I WILL NOT SIGN IT BEFORE READING ALL OF ITS PROVISIONS, EVEN IF OTHERS SIGN FOR ME. I AM ENTITLED TO A COPY OF THIS PROMISSORY NOTE BY SIGNING THIS PROMISSORY NOTE. I UNDERSTAND THAT I HAVE RECEIVED A COPY OF IT.

24a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE)
X Katherine D. Hendricks

24b. DATE (MONTH/DAY/YEAR)
7/13/89

SECTION B - TO BE COMPLETED BY SCHOOL

25. NAME OF SCHOOL
Michigan Computer Inst.

26. ADDRESS (STREET, CITY, STATE, ZIP)
20755 Greenfield Southfield, MI 48075

27. PHONE
(313) 443-5462

28. SCHOOL CODE
123267

29. PERIOD LOAN WILL COVER
7/11/89 TO 12/29/89

30. IF YES, GRADE LEVEL (CHECK ONE)
☐ FRESHMAN ☐ SOPHOMORE ☐ JUNIOR ☐ SENIOR ☐ OTHER 0000

31. DATE FIRST DISBURSEMENT
12/29/89

34. WILL THE BORROWER BE ENROLLED FULL-TIME DURING THE LOAN PERIOD?
☒ YES ☐ NO

35. STUDENT STATUS
☒ DEPENDENT ☐ INDEPENDENT

36. COST OF ATTENDANCE
TOTAL \$ 11,506

37. IF BORROWER HAS A CAR, HOW MANY MILES PER MONTH?
4925

38. DISBURSEMENT DATE
6/30/89

39. SUGGESTED DISBURSEMENT DATE
7/25/89

40. WILL THE STUDENT ATTEND A FOREIGN SCHOOL?
☐ YES ☒ NO

41. SCHOOL USE ONLY

I HAVE READ, UNDERSTAND, AND I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PRINTED ON THE REVERSE SIDE OF THIS APPLICATION

42a. SIGNATURE OF SCHOOL OFFICIAL
X Deborah Squireweil

42b. DATE SIGNED
7/18/89

42c. PRINT NAME AND TITLE
Deborah Squireweil / Dir.

SECTION C - TO BE COMPLETED BY LENDER

43. NAME OF LENDER
First Bank Milwaukee

44. ADDRESS (STREET, BUILDING)
First Bk Milwaukee 830038

45. LENDER CODE
830038

46. GRANTED CODE

47. LENDER CODE ADJUSTMENT
MADE IN APP. REVIEW

48. TOTAL LOAN AMOUNT APPROVED
8

49. DISBURSEMENT DATE
7/24/89

51. NUMBER OF MONTHLY INSTALLMENTS
12

52. DUE DATE OF FIRST PAYMENT
DOE

53. LENDER ACCOUNT NUMBER
Thay Connelly, Jr.

54a. SIGNATURE OF LENDING OFFICIAL
X

54b. DATE SIGNED
APR 8 1997

54c. PRINT NAME AND TITLE
Thay Connelly, Jr.

SECTION D - TO BE COMPLETED BY HEAF

55. HEAF USE ONLY

56. HEAF USE ONLY

57. PROMISSORY NOTE STATUS
REVIEWED #3

58. CREDIT APPROVAL INDICATOR

60-61 4-87
SLS-353 CERTIFY UNDER PENALTY OF PERJURY THAT I AM A TRUE AND EXACT COPY OF THE ORIGINAL PROMISSORY NOTE
Wm Green 11/24/97
NAME DATE

81.197.7

A. PROMISE TO PAY

The interest and Guarantee Fee rates and terms (mentioned in the Promise to Pay on the front of this application promissory note) are:

1. Interest. For a PLUS or SLS loan made for a period of enrollment beginning prior to July 1, 1987, the applicable interest rate is 12% per year. For loans made for periods of enrollment beginning on or after July 1, 1987, the interest will be equivalent to interest on the Loan Act, as shown on the front of this application promissory note, at a variable rate not to exceed 3.25 percent per year. The interest rate will be determined annually and will be disclosed to you prior to disbursement of my loan. The interest rate for any year will be the rate published for that year by the U.S. Department of Education for variable-rate PLUS and SLS loans.

2. Guarantee Fee

HEAF may charge a fee to guarantee my loan. The amount, if any is governed by current applicable regulations and HEAF policy. Fee will be deducted from my check I under except for the amount attributable to anything the lenders option be applied to my loan. Statement will show the actual guarantee fee

B. DISCLOSURE OF LOAN INFO

I understand that before I receive my loan statement that identifies all the terms of my loan

C. GENERAL

I understand that the lender has applied for Higher Education Assistance Foundation (HEAF) and the terms of this Promissory Note will be of the Higher Education Act of 1990, as amended under the Act and the Rules and Regulatory law, this Note shall be governed by the laws

D. REPAYMENT

1. I understand I can either defer principal immediately. These options are described front of this application promissory note. **Deferred Repayment:** If I answer YES to #1, reasons explained under Deferral in the repayment period on this loan begins & due within 60 days of disbursement. However at my lender's option, and in accordance with statement:

a. Be paid by me in installments, or
b. accrue and be added to the principal am
quarterly, in accordance with laws and reg
I will contact the lender prior to expiration
or repayment. If I neglect to do so, I authori
the guidelines set forth in Paragraph 2 of th
my lender must inform me of the terms in vi
to the lender.

Immediate repayment. If I answer NO to c
interest within 60 days of disbursement.

2 I will repay this loan within 10 years of the general lasts at least 5 years but no more to these rules apply:

a. The lender may require a repayment p
ensure that during each year of the repay
GSLP PLUS or SILS program loans a dist
least \$500 of the unpaid principal balanc
b. If, quarterly for any delinquent period desc
grants "forbearance". These periods will n
tioned above

3 The particular terms and conditions of the loan disclosure statement that the lender

4 My obligation to repay this loan shall be
temporarily disabled

E. PREPAYMENT

At my option and without penalty, I may prepay, at any time all or any part of the unpaid principal balance of this Note. In the event of prepayment, I will be entitled to a refund of any unearned interest which I have paid. The amount of any such refund will be computed by the same method by which interest payments were computed.

F. DEFERMENT OF PAYMENT

In certain instances authorized by the Act, the payments I am required to make as described under Repayment in this Note may be deferred. The instances currently authorized by the Act are described under Deferral in the HEAF application information booklet. If, upon such deferral, I agree to comply with the relevant federal regulations and the Rules and Regulations of HEAF including without limitation submission of required forms to its lender, I will remain responsible for payment of interest during any period of deferral which my lender may: (a) collect on a periodic basis, or (b) add to the principal balance of the loan.

G. FORBEARANCE

If I am unable to repay this loan in accordance with the terms established under Repayment in this Note, I may request the lender to modify these terms. I understand that such modification would be at the lender's option and would have to be in compliance with the Act, federal regulations adopted under the Act and the Rules and Regulations of HEA. I understand that a modification of repayment terms under this Section is different from Deferral of interest, which the lender may (a) collect from me on a periodic basis or (b) add to the principal balance of this loan.

1. Definition-I understand that under the Act, and HEAF Rules and Regulations, and the following events is a default

- a. failing to make any installment payment when due, provided that this failure persists for 180 days for a loan repaysable in monthly installments or 240 days for a loan repaysable in less frequent installments;
- b. making any false representation for the purpose of obtaining this loan;
- c. using the loan proceeds for other than educational purposes;
- d. failing to enroll in the school that completed the application for the loan identified as my loan period;

2. Consequences of default-if I default on this loan:
a. The lender may declare the entire unpaid amount of the loan, including interest, immediately due and payable.
b. The lender, holder, or guaranty agency may disclose to schools I have attended or am currently attending information about the default.

• The IV programs are any of the following:
National Opportunity 3 and College Work-
plan formerly called National Direct Student
Financial Aid for Students (NSF), PLUS loans

der Requirement and Government in this "case",
having attorneys "who" are permitted to
do these things. It is then is referred to
as Dept. of Justice Insurance Act. It is
a standard procedure and should be referred to
by the U.S. at the office of the underwriter
and other representatives of the Federal
of the United States, as well as the action

It may be required to: - AF as follows

1. The first step is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.

1 and its requirement and is reported to one or
on this kind the number of quarters
of organizations. This may include, only and
it

city and at least 10 days of advance travel information bureau orders to ensure smooth travel.

[illegible][illegible][illegible]

SCHOOL CERTIFICATION

I hereby certify that, the student named in Section A of this application is eligible for enrollment in a field of study and is a bona fide student and is making the stated progress in a program determined to be eligible for this loan program. I further certify that the student has been determined by this institution, under the regulations applicable to its loan program to be eligible but is not a recipient of other Federal financial aid that exceeds the Federal award at this institution and his or her to the student the student has satisfied the requirements under the Selective Service Act necessary to receive financial aid and is not in default on any loan made under any Title IV student assistance program identified in 34 CFR Part 668, and is not in late for any refund of any grant made under any Title IV student assistance program as identified in 34 CFR Part 668. I further certify that this institution is in compliance with all applicable provisions of federal law and the laws, regulations, policies, and procedures of the Department of Education of this loan. The information provided in Sections A and B and the School Certification is true, complete, and correct to the best of my knowledge and belief.

**U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

KATHERINE A. HENDRICKS
AKA: KATHERINE HENDRICKS
3025 4TH ST.
#BLDG.-114
DETROIT, MI. 48201-2277

Total debt due United States as of 11/19/97 : \$ 2,616.36

I certify that U.S. Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$ 2,265.72 from 11/19/97 at the annual rate of 8.00 percent. Interest accrues on the principal amount of this debt at a rate of \$ 0.50 per day.

The claim arose in connection with a Government insured or guaranteed loan made by a private lender and assigned to the United States.

On 07-13-89, the debtor executed promissory note(s) to secure the loan(s) from FIRST BANK, MILWAUKEE, under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 02-28-91 the debtor defaulted on the obligation.


Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$ 190.88 thereby increasing the principal balance due to \$ 2,815.88.

After application of the last voluntary payment of \$0.00 which was received on N/A the debtor now owes the following :

Principal:	\$ 2,265.72
Interest:	\$ 299.70
Administrative/ Collection Costs:	\$ 50.94
Penalties:	\$ 0.00

CERTIFICATION: Pursuant to 28 U.S.C. Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

12/4/97
(Date)


Loan Analyst-Litigation Branch

HIGHER EDUCATION ASSISTANCE FOUNDATION
P.O. BOX 64107 • ST. PAUL, MN 55164-0107

After lender completes application,
mail HEAF copy only to this address.

HEAF USE ONLY

GUARANTEED
STUDENT LOAN
(GSL) APPLICATION/
PROMISSORY NOTE

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK—PRESS FIRMLY—OR TYPE)

1 NAME (NO SURNAMES) <u>Hendricks</u>		2 SOCIAL SECURITY NUMBER <u>Katharina A.</u>		3 WHEN WERE YOU BORN? <u>7.13.99</u>	
4 PERMANENT ADDRESS <u>1645 W. Euclid</u>				5 PERMANENT HOME PHONE <u>(313) 972-1137</u>	
CITY <u>Detroit</u>		STATE <u>Michigan</u>		ZIP <u>48206</u>	
6 U.S. CITIZENSHIP STATUS (CHECK 1 OR 2) <input checked="" type="checkbox"/> 1 U.S. CITIZEN OR NATURAL		7 PERMANENT RESIDENT OF WHICH STATE <u>Michigan</u>		8 DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE, PRINT "NONE" AND GO TO 9) <u>N/A</u>	
9 ADDRESS OF BORROWER WHILE IN SCHOOL (STREET, CITY, STATE, ZIP) <u>Same</u>		10 PHONE AT SCHOOL ADDRESS <u>() Same</u>		11 SCHOOL COURSE OF STUDY (SEE CODES IN INSTRUCTIONS AND AFE BOOKLET) <u>16</u>	
12 LOAN AMOUNT REQUESTED <u>2625</u>		13 LOAN PERIOD <u>7.89</u>		14 INTEREST RATE OF MOST RECENT PRIOR GSL <u>N/A</u>	
15 HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS PERKINS CONSOLIDATED, OR INCOME CONTINGENT LOAN? <input type="checkbox"/> YES (GIVE DETAILS ON SEPARATE SHEET) <input checked="" type="checkbox"/> NO		16 DO YOU HAVE ANY PRIOR UNPAID GSL LOANS? <input type="checkbox"/> YES (GIVE DETAILS ON SEPARATE SHEET) <input checked="" type="checkbox"/> NO		17 IF YES, TOTAL UNPAID BALANCE OF ALL PRIOR GSL LOANS <u>N/A</u>	
18 UNPAID PRINCIPAL BALANCE OF MOST RECENT PRIOR GSL <u>N/A</u>		19 GRADE LEVEL OF MOST RECENT PRIOR GSL (SEE INSTRUCTIONS AND AFE BOOKLET) <u>N/A</u>		20 LOAN PERIOD START DATE OF MOST RECENT PRIOR GSL <u>N/A</u>	
21 INTEREST RATE OF MOST RECENT PRIOR GSL <u>N/A</u>		22 DATE BORROWER SIGNED <u>7.13.99</u>		23 SIGNATURE OF BORROWER <u>Katharina Hendricks</u>	

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

24a NAME <u>Lakerna Smith</u>	24b NAME <u>Patricia Tolliver</u>	24c NAME <u>Barbara Wandnicks</u>
STREET <u>1931 Geneva</u>	STREET <u>1717 Lee Place</u>	STREET <u>1543 W. Euclid</u>
CITY, STATE, ZIP <u>Detroit, MI, 48206</u>	CITY, STATE, ZIP <u>Detroit, MI, 48206</u>	CITY, STATE, ZIP <u>Detroit, MI, 48206</u>

NOTICE TO BORROWER: You agree that the lender outlined in Section C is the lender you have chosen. You must read the sections on Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. I promise to pay to the order of my lender the entire Loan Amount Requested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and interest on the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note. I understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note, I acknowledge that I have received a good copy of it.

21a SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE) <u>Katharina Hendricks</u>		21b DATE BORROWER SIGNED <u>7.13.99</u>	
SECTION B - TO BE COMPLETED BY SCHOOL (BORROWER DO NOT WRITE IN SECTIONS BELOW)			
22 NAME OF SCHOOL <u>Michigan Computer Inst.</u>		23 PHONE <u>(313) 443-5410</u>	
24 ADDRESS (STREET, CITY, STATE, ZIP) <u>20755 Greenfield Southfield, MI, 48075</u>		25 SCHOOL TYPE <u>0000</u>	
26 PERIOD LOAN WILL COVER <u>7.11.89</u>	27 STUDENT'S SIGNATURE LEVEL (SEE CODES IN INSTRUCTIONS AND AFE BOOKLET) <u>12.29.89</u>	28 STUDENT'S SIGNATURE DATE <u>12.29.89</u>	29 STUDENT'S SIGNATURE TYPE <input checked="" type="checkbox"/> DEPENDENT <input type="checkbox"/> INDEPENDENT
30 ADJUSTED GROSS INCOME (AGI) <u>0</u>	31 COST OF ATTENDANCE FOR LOAN PERIOD <u>11,506</u>	32 ESTIMATED STUDENT'S INCOME FOR PERIOD <u>3041</u>	33 ESTIMATED STUDENT'S INCOME FOR PERIOD <u>8465</u>
34 SUGGESTED DISBURSEMENT DATES <u>7.25.89</u>		35 WILL THE STUDENT ATTEND A RESEARCH CENTER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
36 DO STUDENT'S DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		37 SIGNATURE OF SCHOOL OFFICIAL <u>Deborah Squirewell</u>	
38 I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PRINTED ON THE REVERSE SIDE OF THIS APPLICATION		39 SIGNATURE OF LENDER <u>Deborah Squirewell</u>	

SECTION C - TO BE COMPLETED BY LENDER

40 NAME OF LENDER <u>First Bank Milwaukee</u>		41 LENDER CODE <u>820638</u>	
42 ADDRESS (STREET, BUILDING) <u></u>		43 LENDER'S USE ONLY <u>Mary Ann Squirewell, Mgr.</u>	
CITY, STATE, ZIP <u></u>		44 LENDER'S USE ONLY <u></u>	
45 IS THIS AN UNINSURANCED LOAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		46 LENDER'S ACCOUNT NUMBER <u></u>	
47 LENDER'S USE ONLY <u></u>		48 TOTAL LOAN AMOUNT APPROVED <u>2625</u>	
49 LENDER'S USE ONLY <u></u>		50 DATE SIGNED <u>JUL 24 1999</u>	

SECTION D - TO BE COMPLETED BY HEAF

51 HEAF USE ONLY <u></u>		52 PROMISSORY NOTE <u>Accept</u>	
53 SIGNATURE OF LENDER <u>Mary Ann Squirewell</u>		54 PRINT NAME AND TITLE <u>Mary Ann Squirewell, Mgr.</u>	
55 PERJURY STATEMENT: I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THE ORIGINAL PROMISSORY NOTE <u>Accepted</u>		56 DATE <u>11/24/97</u>	

LENDER COPY

AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

1. Warrants that:

1. Warrants that:
 - a) no defense of any party is good against the undersigned; and
 - b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.
3. Acknowledges that:
 - a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
 - b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

SIGNATURE

X

TITLE	HSCA Claims Supervisor
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APR 19 1991

DATE _____

FOI-10-07

...and secured with the proceeds of the loan. This loan is secured by federal law and will be reflected on my disclosure statement. (If a portion may be returned, 0% rate, on undischarged amounts, if the loan is repaid in full within 120 days of discharge, if the loan is not repaid within 120 days of discharge, or if the loan is returned to the lender, and discharged.

B. DISCLOSURE OF LOAN INFORMATION

I understand that before I receive my first loan check, my lender will send me a loan disclosure statement that identifies all the terms of my loan.

C. GENERAL

I understand that the lender has approved for guaranteed coverage of this loan through HEAF and, in accordance with the loan is subject to and the terms of this promissory note will be a required in accordance with Title IV Part B of the Higher Education Act of 1991, as amended (HEA), 101 federal regulations adopted under the Act, and the Rules and Regulations of HEAF. To the extent not governed by federal law, this Note shall be governed by the laws of the jurisdiction in which the lender is located.

D. REPAYMENT

I will repay this loan in periodic installments during a repayment period that will begin no later than the end of my grace period.

However, during the grace period I may request that the repayment period begin earlier. The grace period begins when I cease to carry at least one half the normal academic workload of a student that is participating in the Guaranteed Student Loan Program (GSLP).

- 1) I will repay this loan over a repayment period that generally lasts at least 5 years but no more than 10 years. However, the following exceptions to these rules apply:
- a. If during the grace period, I request a shorter repayment period, the lender may grant me a shorter period. In that event, I may later choose to have the repayment period extended by 5 years.
- b. The lender may require a repayment period shorter than 5 years if this is necessary to ensure that during each year of the repayment period I—or, if both my spouse and I have U.S. PLUS or SLS program loans outstanding, we—pay toward principal and interest at least \$200 of the unpaid principal on all such loans (plus interest).
- c. If I qualify for postponement of my payments during any period described under Paragraph 1 in this Note, or if the lender grants "forbearance," as allowed by the Act, those periods will not be included in the 5- and 10-year periods mentioned above.
- 2) I must contact the lender prior to expiration of my grace period to negotiate the terms of repayment. If I neglect to do so, I hereby authorize the lender to establish repayment terms, within the guidelines set forth in Paragraph 1 of this Section, without my further approval. However, the lender must inform me of these terms in writing at the latest address that I have provided in Paragraph 3.
- 3) The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document that the lender will provide to me before the repayment period begins.
- 4) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled, or die.

E. PREPAYMENT

At my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this note. In the event of prepayment, I will be entitled to a refund of all unamortized interest that I have paid. The amount of any such refund will be computed by the same method as the interest payments were computed.

F. DEFERMENT

I understand that in certain instances authorized by the Acl the payments I am required to make, as described under Reimbursement in this form, may be deferred. The instances currently authorized by the Acl are described under Deferral in the HFA Application Information packet. To obtain such deferral, I agree to comply with the relevant federal regulations and the Rules and Regulations of the HFA, including, without limitation, submission of required forms to the lender.

G. FORBEARANCE

If I am unable to repay this loan in accordance with the terms established under the Payment in this Note, I may request the lender to modify these terms. I understand that such modification and/or amendment requires the lender's approval and would have to be in compliance with the Act. Federal regulations adopted under the Act and the Rules and Regulations of HEAT. I understand that a "modification of the terms" of this Note is a modification of the terms of the Note, and that the lender may, in its discretion, refuse to modify the terms of the Note. I understand that the lender may, in its discretion, refuse to modify the terms of the Note. I understand that the lender may, in its discretion, refuse to modify the terms of the Note. I understand that the lender may, in its discretion, refuse to modify the terms of the Note.

H. DEFAULT

2. Determining - I understand that under the LRI and NEAF Rules and Regulations any of the following events is a disqualifier

- a. failing to make any installment payments when due provided that a 15-day grace period for 150 days for a loan repayable in monthly installments or 340 days for a loan repayable in less frequent installments;
- b. making any false representation in a loan for the purpose of obtaining this loan;
- c. using the loan proceeds for other than educational purposes;
- d. failing to enroll in the school that constituted the purpose for the loan identified as my last period;
- e. not notifying the lender immediately if I fail to do so as a first-time student, (i) change my graduation date, (ii) change my name, or (iii) change my permanent address.
2. Consequences of default — If I default on the loan
- a. The lender may declare the entire unpaid amount of the loan including interest immediately due and payable.
- b. The lender, holder or guaranty agency may disclose to schools I have attended for am currently attending information about the default.
- c. I will be ineligible to receive assistance from all Title IV program and any of the following federal programs: Per Grant, Supplemental Educational Opportunity Grant, College Work-Study, State scholarship incentive award, Perkins loan, interest free loan, a Direct Student Loan, Guaranteed Student Loan (GSL), Supplemental Loan for Students (SLS), PLUS loans, or Campus Compact loan.
- d. I will be ineligible for the benefits described under Federal and Departmental in this policy.
- e. I will be subject of charges and other suits including attorney's fees that are permitted to a lender and any other party by the creation of these amounts if a person is referred to collection by an agency that is subject to the last First Conviction Practices Act. I can pay collection costs and be released 25 percent of the unpaid principal and accrued interest. Depending these amounts, immediate pay due and pay status at the discretion of the lender, which I may or may not comply with. I will receive notice and other requirements of law failure to enforce this option does not constitute a waiver of the lender's right to enforce the note in a future date.
- f. The lender may assign this loan to HEAF and that be required to pay HEAF of amounts due.

LATE CHARGES

Notwithstanding the order may collect from the estate through all the assets of the estate, the estate may not be liable for the payment of the estate tax if the estate is not liable for the payment of the estate tax. The estate may not be liable for the payment of the estate tax if the estate is not liable for the payment of the estate tax.

1 CREDIT BUREAU NOTIFICATION

[illegible]

Borrower Certification

[illegible]

SCHOOL CERTIFICATION

[illegible]